

INVITATION TO QUOTE

**Miami-Dade County
Department of Procurement Management
111 NW 1st Street, 13th Floor
Miami, Florida 33128-1983**



**THIS IS NOT
AN ORDER**

INVITATION TO QUOTE: IQ7590-1/13

DUE DATE: Wednesday, July 13, 2011

TIME: 2:00 PM

CONTACT PERSON: Lina Bonilla

PHONE: 305-375-2173

FAX: 305-375-4726

E-MAIL: lbouill@miamidade.gov

Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award

Vendor(s) should visit the site(s) to review the scope of work and become familiar with any conditions that may affect the work to be performed or the equipment, materials and labor that will be required. No additional allowances will be made because of lack of knowledge of these conditions.

The purpose of this Invitation to Quote is to establish a contract for the purchase of Landscaping and Lawn Maintenance Services for Miami-Dade County.

Group 1

Item	No of Cycles	Address/Description	Unit Price Per Cycle	Extended Price (Unit price x Estimated Cycles)
1.		Kendall Cottages 11025 SW 84th Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
2.		Inn Transition South 11930 SW 202nd Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
Total for Group 1: (Items 1 through 2)				\$

Group 2

Item	No of Cycles	Address/Description	Unit Price Per Cycle	Extended Price (Unit price x Estimated Cycles)
1.		Miami-Gardens Neighborhood Services 16405 NW 25th Avenue		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
2.		N. County Neighborhood Services 3201 NW 207th Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$

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3.		Edison Littler River Neighborhood 150 NW 79th Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
4.		Victims Emergency Shelter North Dade 7831 NE Miami Court		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
5.		Inn Transition North (2 Buildings) 13030 / 13090 NE 6th Court		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
6.		Passageways to Independence 2500 NW 62nd Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
7.		Elderly Services Adult Day Care 60 NE 166th Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
Total for Group 2: (Items 1 through 7)				\$

Group 3				
Item	No of Cycles	Address/Description	Unit Price Per Cycle	Extended Price (Unit price x Estimated Cycles)
1.		Culmer Neighborhood Service Center 1600 NW 3rd Avenue		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
2.		Coconut Grove Neighborhood Service 3750 S. Dixie Highway (Coconut Grove)		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
3.		Allapattah Neighborhood 1897 NW 20th Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$

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4.		Wynwood Neighborhood Service Center 2902 NW 2nd Avenue		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
5.		Emergency Housing North 2301 NW 54th Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
6.		Disability Service and Independent Living 1335 NW 14th Street		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
7.		Elderly Services W. Dade Adult Day Care 6950 N. Waterway Drive		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
8.		United Cerebral Palsy 1411 NW 14th Avenue		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
		Total for Group 3: (Items 1 through 8)		\$

Group 4				
Item	No of Cycles	Address/Description	Unit Price Per Cycle	Extended Price (Unit price x Estimated Cycles)
1.		Emergency Housing South 825 West Palm Drive, Florida City		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
2.		Elderly Services Homestead Adult Care 653 SW 4th Street, Homestead		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
3.		Victims Emergency Shelter South Dade 51 West Mowry Drive, Homestead		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$

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4.		Elderly Services Adult Day Care 19590 Old Cutler Road Miami		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
5.		Naranja Neighborhood Service Center 13955 SW 264th Street, Naranja		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
6.		Florida City / Homestead Neighborhood 1600 NW 6th Court, Florida City		
	18	Grounds Maintenance	\$	\$
	2	Fertilization of Sod Areas	\$	\$
	2	Fertilization of Shrub Beds	\$	\$
	2	Fertilization of Trees	\$	\$
		Total for Group 4: (Items 1 through 6)		\$

Vendor(s) shall identify which fertilizer brand will be used. Where an equal is bid, the Invitation to Quote must be accompanied with two sets of information sheets, specifications and / or brochures. Manufacturer's brand name is used for the sole purpose of establishing minimum requirement of level of quality, standards of performance and is in no way intended to prohibit the bidding of other manufacturers.

___ Milorganite

___ Approved equal (Brand Name): _____

1. METHOD OF AWARD

- A. Award of this contract will be made to the three lowest priced responsive, responsible vendors on a group-by-group basis. To be considered for award for a given group, the vendor shall offer prices for all items within the given group. The County will then select the vendor for award for each group by totaling the extended pricing for each item within each group. If a vendor fails to submit an offer for all items within the group, its offer for that specific group may be rejected.
- B. The County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner is deemed in the best interest of the County.
- C. Where the unit price and the extension price are at variance, the unit price shall prevail.

2. TERM OF CONTRACT: ONE YEAR

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Department of Procurement Management (DPM), unless otherwise stipulated in the Notice of Award Letter which is distributed by DPM, and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the one (1) year period.

3. PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for the term of the contract. The only exception in this regard is that this fixed price shall be adjusted upward or downward based on the following price index list: **Consumer Price Index, Wage Earners & Clerical Workers in the Miami-Ft. Lauderdale Area for all Items.** It should be noted that requests for price adjustments may affect the primary vendor's designation status dependant upon vendor responses to notice of the index change.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments.

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4. OPTION TO RENEW: ONE ADDITIONAL ONE-YEAR PERIOD (PRICE ADJUSTMENT)

The initial contract prices resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional one (1) year(s) period. Prior to completion of the exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: **Consumer Price Index, Wage Earners & Clerical Workers in the Miami-Ft. Lauderdale Area for all Items**. It should be noted that requests for price adjustments may affect the primary vendor's designation status dependant upon vendor responses to notice of the index change.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the vendor and/or to terminate the contract with the vendor based on such price adjustments.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

The County reserves the right to exercise its option to extend the contract for up one hundred-eighty (180) calendar days beyond the current contract period and will notify the vendor in writing of the extension. The contract may be extended beyond the initial one-hundred eighty (180) day extension period upon mutual agreement between the County and the vendor(s) upon approval by the Board of County Commissioners.

5. CHANGES

A. Additional Sites and / or Groups

Although this Invitation to Quote and resultant contract identifies specific groups, it is hereby agreed and understood that the County may at its option add new sites and /or new groups to the contract. Should the County determine that additional groups need to be added to the contract the Department of Procurement Management will obtain price quotes from all awarded vendor(s). The County reserves the right to award these sites / groups to the lowest responsive responsible vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

B. Enhancement

Additional plants may be added to a site(s). Should a site be enhanced, the County will obtain price quotes for the additional maintenance from the awarded vendor for that site. If the prices are not comparable, the County shall have the right of quoting the site including additional enhancements from all vendors awarded under this solicitation. The services may also be acquired through a separate solicitation. Award will be made to the three lowest responsive responsible vendor(s).

C. Deletion

Sites or groups may be deleted when such services are no longer required during the contract period; upon written notice to the vendor.

Any changes to the contract will be established by formal modification of the award sheet.

6. TERMINATION

A. Convenience

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful vendor, prior to notice of termination. The County shall be the sole judge of "reasonable costs."

B. Default

The County reserves the right to terminate this, in part or in whole, or place the vendor on probations in the event the successful vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Vendor in accordance with the appropriate County ordinance, resolutions and / or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the

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County may procure the required services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful vendor.

7. DEFICIENCIES IN WORK TO BE CORRECTED BY THE VENDOR

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within **two working days** after such rejected defects, deficiencies, and/or non-conformances are reported to the vendor by the County's project administrator. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within **three working days** of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

8. INSURANCE: TYPE I GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

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NOTE: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

The vendor shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the vendor shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the vendor to provide the required certificate of insurance within fifteen (15) business days, may result in the vendor being deemed non-responsible and the issuance of a new award recommendation.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with **Section 5 B** of this solicitation.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

9. COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

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For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with **Section 1, Paragraph 1.23** of this contract solicitation and the resulting contract.

10. SCOPE OF SERVICES

A. Turf Mowing

1. Vendor(s) shall insure a smooth surface appearance without scalping or leaving any "missed" uncut grass. Mowing shall be from pavement to pavement including swales in public right-of-ways.
2. Vendor(s) shall remove litter and debris, including broken glass, from turf before mowing.
3. Vendor(s) shall use the following mowers:
 - a. Reel mowers with rollers on Hybrid Bermuda grass
 - b. Reel mowers with rollers or rotary mowers on St. Augustine grass
 - c. Reel mowers with rollers, rotary mowers or fail mowers on Bahia grass
4. Vendor(s) shall adjust mowers to the proper cutting height and level for the kind of grass and current condition of the turf. Mower blade height adjustment is to be measured from a level floor surface to the parallel and level plane of the mower blade.
5. Vendor(s) shall perform mowing so that no more than one third (1/3) of the grass blade is removed during mowing in returning the grass to the accepted height.
6. Vendor(s) shall use mower blades that are sharp enough to cut, rather than to tear grass blades.
7. Vendor(s) shall be careful so as not to "bark" trees or shrubs, or to intrude into ground cover beds, or damage sprinkler heads, curbs and other facilities.
8. Vendor(s) shall remove grass clipping and debris caused by mowing or trimming from adjacent walks, drives, gutters and curbs or surfaces on the same day as mowed or trimmed.
9. Vendor(s) shall not mow when weather or conditions will result in damaged turf.

B. Turf Trimming

1. Vendor(s) shall trim the grass during, or as an immediate operation following mowing.
2. Vendor(s) shall trim the grass by hand, hand power shear or rotary nylon "fish line cutting" machines.
3. Vendor(s) shall trim the grass at the same height as adjacent turf is mowed.
4. Vendor(s) shall trim the grass from around all obstacles and vertical surface in the turf such as posts, trees and walls and around sprinkler heads and other irrigation system fixtures to assure their proper water delivery function.

C. Turf Edging

1. Mechanical edging (vertical trimming) of all turf edges is to be used in all areas including abutting sidewalks, flush paved surfaces, curbs, drives and patios.
2. Turf edging as shrub beds, flower beds, ground cover beds, hedges, or around trees (where "edging" rather than "trimming") is directed shall be edged with a manual or mechanical edger to a neat vertical uniform line, after every mowing for uniform appearance.
3. Vendor(s) shall edge the turf approximately 18 inches around all trees that are in the lawn area creating a circle
4. Vendor(s) shall create the circle on the trees that do not have it
5. Vendor(s) shall edge the turf approximately 10 inches out from the drip line of shrubs and hedges
6. Dirt and debris produced by edging or trimming will be removed and swept away from adjacent surfaces, from gutters and road surfaces adjacent to roadway medians and scales, on the same day as cut.

D. Ground Cover Edging

Ground cover beds shall be maintained within their extended bounds and shall not be permitted to encroach into lawns, shrubs' beds or adjacent areas, at the same frequency as mowing for uniform appearance

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E. Shrub, Hedge and Ground Pruning

Vendor shall prune all shrubs, hedges and ground cover plants growing in the work area, at the same frequency for uniform appearance, to maintain plants in a healthy, growing condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, views of signs or in any manner deemed objectionable by the individual Site Manager. Planters shall be trimmed and pruned as necessary to provide a uniform appearance. Wood chips, mulch, gravel and ornamental rock shall be included and considered as ground cover. This type of ground cover will also be maintained within its intended bounds and not permitted to encroach into lawns, or adjacent areas.

F. Tree Pruning

Pruning of trees shall consist of the removal of dead and/or broken branches, suckers or sprouts from tree base or below; and pruning to prevent encroachment of branches over streets, into private property, obscuring view of signs or traffic, particularly at road intersection, or interference with lighting, etc. Trees up to a height of 12 feet shall be included. Vendor shall consult a certified arborist as any improper pruning practices that result in damage to trees will be the vendor's responsibility.

1. Vendor(s) shall prune tree branches up to seven (7) feet over walkways and in areas designated by the Site Manager.
2. Vendor(s) shall prune tree branches up to twelve (12) feet from the ground regardless of size of limb.
3. Vendor(s) shall use clean sharp cutting tools designed for pruning; do not use machetes for any pruning or trimming.
4. Vendor(s) shall cut limbs flush with trunk to promote healing, leaving no stubs.
5. Vendor(s) shall paint with approved tree healing compound all cuts exceeding 1½ inches diameter.
6. Vendor(s) shall remove vines, debris, signs or any other materials attached to the trunk.
7. Vendor(s) shall remove dead or broken branches, including dead palm fronds (12 feet high or under) from palm trees and dispose of.
8. Vendor(s) shall remove all tree cuttings and dead palm tree fronds from sites on the same day they are cut.

G. Tree and Shrub Replacement

Vendor(s) shall notify the Site Manager immediately after discovery of the following:

1. Dead and damaged plants
2. Trees or plants that require staking, guying and set-up
3. Trees that have died or have blown or knocked over

Damages incurred to existing plants and trees due to the vendors faulty maintenance or negligence as determined by the Site Manager shall be repaired or replaced at the vendor's expense as follows:

1. Minor tree damage such as bark lost from impact or mowing equipment shall be remedied by the vendor. If damages result in loss of tree, the damaged tree shall be removed and replaced.
2. Minor shrub damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement.

Replacement shall be made by the vendor(s) in the kind and size of tree and condition. Where there is a difference in value between the lost tree and plant and, the replacement, this difference will be deducted from the vendor(s) payment

Damage resulting from chemical operations, either spray drift, or lateral leaching shall be corrected using the above maintenance practices and the soil conditioned to insure its ability to support plant life.

Vendor(s) shall remove and properly dispose of all dead or injured trees with prior approval from the Site Manager.

H. Weed Control

All landscaped areas within the specified areas including lawns, shrubs and ground cover beds, planters, swales, walkways, gutters and areas covered with gravel rock or wood chips shall be kept free of weeds at all times. This means; a complete removal of all weed growth shall be accomplished every thirty (30) days on a continuing basis, as weeds appear and not just one each thirty (30) days. For the purpose of this specification a weed will be considered as any undesirable or misplaced plant. Weeds shall be controlled either by hand, mechanical or chemical methods.

1. Vendor(s) shall mow, trim or edge weeds from turf areas as a part of turf care operations.

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2. Vendor(s) shall manually remove weeds from shrubs, hedges, ground cover or flower beds, unless chemical or mechanical means are specifically authorized by the Site Manager.
3. Vendor(s) shall cut back weeds four (4) times a year, minimum in areas such as canal banks, drainage areas, or rip-rapped areas
4. Vendor(s) shall remove weeds from walkway curbs, gutter expansion joints, and along fence lines as needed or at least once a month, or as directed by the Site Manager.

I. General Fertilization

1. Vendor(s) shall prepare and submit for approval to the Site Manager within ten (10) days after award of this Invitation to Quote, a complete annual maintenance fertilization program for the turf, shrubs, ground cover, flowers, and trees located in various locations that will assure plant growth and health within actual site conditions. The plan will indicate the kinds of fertilizers by guaranteed analysis, and rate of application, method of application, and schedule of applications.
2. Vendor(s) shall notify the Site Manager at least three (3) days in advance of the dates and sites that will be fertilized and the type of fertilizer to be used. Permission to perform this activity must be received before the work can begin.
3. Vendor(s) will insure that the area being fertilized is clearly marked, in order to prevent inconvenience or illness to individuals. All excess fertilizer must be removed before the job is considered complete.
4. Fertilization will include the application of micronutrients (nitrogen, calcium, phosphorous, magnesium, and sulphur) and micronutrients (including iron, copper, magnets, molybdenum, zinc, boron) as may be required by specific plants for health and vigor.
5. Vendor shall apply fertilizers by appropriate methods such as surface broadcasting, dry material, drench spray, or betting soluble or liquid material.
6. Vendor(s) shall supply only new fertilizer materials purchased for a specific use.

The Site Manager may be present during application of fertilizer.

J. Turf Fertilization

The annual maintenance fertilization program presented by the vendor for turf will provide for nutrition of 1) Bermuda grass under irrigation, 2) St. Augustine grass under irrigation, 3) Bermuda grass not under irrigation. The annual maintenance fertilization program will be prepared in accordance with recommendations contained in the Florida Cooperative Extension Service, University of Florida publication: General Recommendation for Fertilization of Turf Grasses in Florida Soils #5-3M-79.

1. Minimum specification for annual fertilization of St. Augustine grass under irrigation are:
 - a. Application of 16-4-8 acid-loving, sulfur coated urea (SCU) fertilizer at the rate of 6 pounds per 1,000 square feet of turf.
 - b. Frequency for application of fertilization shall be twice (2 times) per year.
2. Minimum specification for annual fertilization of St. Augustine not under irrigation are:
 - a. Apply three (3) pounds of actual nitrogen; one (1) pound of phosphoric acid, and three (3) pounds of potash per 1,000 square feet of turf per year.
 - b. Frequency of applications: two (2); one (1) in March or April, and the other in October or November, shall be "complete mix fertilizer" containing nitrogen, phosphorous and potash, with at least 25% of nitrogen in organic form.
3. Minimum specifications for annual fertilization of Bermuda grass not under irrigation are:
 - a. Apply three (3) pounds of actual nitrogen; one (1) pound of phosphoric acid, and two (2) pounds of potash per 1,000 square feet of turf per year.
 - b. Frequency of application: one (1) at the beginning of rainy season (May) shall be "complete mix fertilizer" containing nitrogen, phosphorous, and potash, with at least 80% of nitrogen in organic form.

K. Shrubs, Ground Covers, Flower Beds and Hedges Fertilization

Shrubs, Ground Covers, Flower Beds and Hedges shall be fertilized with 6 pounds per 1,000 square feet of organic with Milorganite or approved equal fertilizer applied in April and in September.

Fertilization applications will be made by measured broadcasting of dry material, or measured spray or drench application of soluble or liquid material.

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L. Trees / Palms Fertilization

Trees and palms shall be fertilized in April or May and September. Trees shall be fertilized with 3 pounds of 15-5-8 granular release fertilizer per inch of tree diameter at breast height broadcast evenly under the drip line of the tree. Palms shall be fertilized with 10-5-5 special palm fertilizer, containing necessary micro and macro elements at a ratio of (3) pounds per palm up to six (6) feet in height and up to but not more than ten (10) pounds for larger palms.

M. Chemicals

Chemicals shall comply with all local, state and federal regulations.

N. Disease and Pest Control

Vendor(s) shall regularly inspect all landscape areas for presence of disease infestation and shall advise the Site Manager, within four (4) days after discovery of disease or insect infestation.

O. Litter Control

Vendor shall remove all materials and debris from the premises at the end of each workday and dispose of in an appropriate manner.

P. Work Schedule

Vendor(s) shall perform 18 cycles per year unless otherwise indicated by the Site Manager. During the rainy season May through October two (2) cuts per month; during the dry season November through April one (1) cut per month.

Payment Terms: _____

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if vendor has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming vendor meets requirements for Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.**

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming vendor is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

Addenda Received: ☐ Yes ☐ No **If yes, please indicate the number of addenda received:** _____

It is hereby certified and affirmed that the vendor shall accept any awards made as a result of this quotation. Vendor further agrees that prices quoted will remain fixed for a period of forty-five (45) days from date quotation is due. If awarded a purchases order or contract as a result of this solicitation, vendor further agrees that prices quoted shall remain fixed and firm for the term of the contract.

Authorized Signature: _____ **Title:** _____

Print/Type Name: _____ **Phone:** _____

E-mail: _____ **Fax:** _____

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Firm Name: _____ F.E.I.N. No.: ____/____/____/____/____/____/____/____

Address: _____ City: _____ State: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.

CONTRACT MEASURES: No Measure

INSTRUCTIONS TO VENDOR(S)

1. Vendor(s) must submit a sealed quote by the specified time and date indicated on the front of this form to the Department of Procurement Management, to the attention of the **Vendor Assistance Unit**, at the address indicated on this form. **The envelope must state that it is a sealed quote and include the quote number and opening date. No telephone or fax quotes will be accepted.**
2. **Quotes received after the time and date specified, and after any other quotes have been opened shall not be accepted.**

Requests for additional information or clarification must be made in writing to the person identified on the front of this form. The County will issue additional information by written addenda prior to the scheduled opening date. It is the vendor's responsibility to assure receipt of all addenda.

TERMS AND CONDITIONS

1. Miami-Dade County is tax exempt and no taxes shall be included unless otherwise specified, by the County, on the quote form.
2. The County may reject any or all quotations, or any portion of the quotation, as it deems, in the best interest of the County.
3. In case of default by a successful vendor, Miami-Dade County may procure the goods or services from other sources and charge the vendor, any excess cost or damages occasioned thereby, and debar the vendor from further County contracts in accordance with the Miami-Dade County Code.
4. It is agreed that items or services quoted shall comply with all Federal, State, and local laws relative thereto, and that the vendor shall defend actions or claims brought, and save harmless the County from loss, cost or damage by reason of actual or alleged infringements of patents, copyrights, etc.
5. This quote form, any addenda, and/or properly executed modifications, the purchase order (if issued), and a change order (if applicable), constitute the entire contract.
6. All material specified herein shall be fully guaranteed by the vendor against factory defects. The vendor at no cost to the County will correct any defects, which may occur as the result of faulty material or workmanship, within the period of the manufacturer's standard warranty. The County does not waive the implied warranties granted under the Uniform Commercial Code.
7. The Department of Procurement Management (DPM) Director, or designee, shall issue an award under this solicitation. The successful vendor shall honor no request for performance until the DPM Director, or designee, has made an award.
8. Any vendor may protest any recommendation for contract award in accordance with the applicable provisions of the Dade County Code.
9. Costs of mandatory random audit by the Inspector General are incorporated into this contract as 1/4 of 1% of the contract price.

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Affirmation of Business Entity Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavits Form), before they can be awarded a contract. The undersigned affirms that the Affidavit form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ Federal Employer
Identification Number (FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure <i>Sec. 2-8.1 of the County Code</i>	6. Miami-Dade County Obligation to County <i>Section 2-8.1 of the County Code</i>
2. Miami-Dade County Employment Disclosure <i>County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code</i>	7. Miami-Dade County Code of Business Ethics <i>Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</i>
3. Miami-Dade Employment Drug-free Workplace Certification <i>Section 2-8.1.2(b) of the County Code</i>	8. Family Leave <i>Article V of Chapter 11 of the County Code</i>
4. Miami-Dade Disability Non-Discrimination <i>Article 1, Section 2-8.1.5 (AA) Resolution R182-00 amending R-385-95</i>	9. Living Wage <i>Section 2-8.9 of the County Code</i>
5. Miami-Dade County Debarment Disclosure <i>Section 10.38 of the County Code</i>	10. Domestic Leave and Reporting <i>Article 8, Section 11A-60 11A-67 of the County Code</i>

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal